

Bartlett, McDonough, Bastone
& Monaghan, LLP
By: Gina Bernardi
81 Main Street
Fourth Floor
White Plains, NY 10601

The Honorable Stewart M. Bernstein
Chapter 11
Hearing Date: February 16, 2001
Hearing Time: 10:00 A.M.
Hearing Location: New York
Response due date

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE:

Case No: 00-41065 (SMB)
Jointly Administered

WHITEHALL FAMILY GOLF CENTERS, INC

Debtor.

AIRENA INC. OBJECTION
TO SALE OF PROPERTY
AUCTION SALE #233
MLB ID # OH8

AIRENA, INC., as an agent of Yeadon Fabric Structures, Ltd. and Yeadon Fabric Domes, Inc., (hereinafter “Airena”), by its attorneys, BARTLETT, McDONOUGH, BASTONE & MONAGHAN, LLP, objects to the sale of the property identified by auction number 233, MLB ID number OH8, (hereinafter property #233, as follows:

1. Objection to Above-Entitled Sale: It is the position of Airena , Inc that the debtor, Whitehall Family Golf Centers, Inc. d/b/a Family Golf Centers, Inc. (Whitehall, Ohio Project) (hereinafter “Debtor”) was not in possession of legal title to property #233 at the time of the filing of its petition. Accordingly, same is not properly “property of” the Debtor’s estate as defined by 11 U.S.C. §541 and the case law interpreting same.

2. Contract Between Debtor and Airena, Inc.: Pursuant to a contract entered into June 25, 1998, Airena constructed a fully equipped a tennis dome at the site enumerated as property #233. In consideration for the materials, construction and installation of said dome, the Debtor was to make installment payments of the complete purchase price of Five Hundred Ninety-Nine Thousand Six Hundred Dollars (\$599,600.00). The plain language of the contract states that title shall **not** pass to the Debtor until the purchase price is tendered in full.

As of the date of the filing of its petition, there an unpaid balance which presently has risen to Fifty-Four Thousand Five Hundred Six Dollars and Sixty-One Cents (\$54,506.61). Upon information and belief, Airena has completed all of its obligations under the construction contract. The Debtor, however, has not tendered the full payment of the contract price. Thus, property #233 is not “property of the estate” pursuant to 11 U.S.C. §541.

3. Concurrently Filed Memorandum: The undersigned, on behalf of Airena, Inc., concurrently files a memorandum of law in support of its legal position and requests consideration of same at the above-noted hearing.

BARTLETT, MCDONOUGH,
BASTONE & & MONAGHAN, LLP
By : s/Gina Bernardi (GB 2984)
81 Main Street, Suite 400
White Plains, New York 10601
914/448-0200